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10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 LUX EAP, LLC, a Wyoming limited liability
13 Company,

14 Plaintiff,

15 vs.

16 COMMUNITY ACTION EMPLOYEE
17 ASSISTANCE PROGRAM, a California
18 Non-Profit Corporation,

19 Defendant.

Case No.: 2:21-cv-00193-JAD-BNW

**STIPULATION OF DISMISSAL
PURSUANT TO RULE 41(a)(1)(A)(ii)
& ORDER**

ECF Nos. 9, 10, 13

20 WHEREAS, on February 3, 2021, Plaintiff LUX EAP, LLC (“Lux”) commenced this action
21 against Defendant COMMUNITY ACTION EMPLOYMENT ASSISTANCE PROGRAM, INC.
22 (“CAEAP”) seeking indemnification for a breach of contract judgment against Lux in favor of
23 Kathleen A. Bruner and Robert Bruner (the “Bruners”);

24 WHEREAS, the Management Agreement under which Lux’s indemnification claim arises
25 was executed by the Bruners on behalf of CAEAP when the Bruners were officers and directors of
26 CAEAP;

27 WHEREAS, the Bruners are the real parties in interest in this action because CAEAP asserts
28 that the Bruners are liable to satisfy any judgment for indemnification in favor of Lux;

WHEREAS, in recognition that the Bruners are the real parties in interest, CAEAP tendered
its defense in this action to the Bruners;

WHEREAS, on February 17, 2021, in response to that tender, the Bruners have moved to intervene in this action (ECF No. 9) and moved to transfer it to the United States District Court for the Central District of California (ECF No. 10);

WHEREAS, CAEAP has no objection to the Bruners' intervention to defend against Lux's indemnification claim; indeed, that was the object of CAEAP's tender of defense to the Bruners;

WHEREAS, Lux has no objection to litigating its indemnification claims in the Bruners' preferred forum;

WHEREAS, the most efficient means of accomplishing the relief sought by the Bruners' motions to intervene and to transfer is for Lux to voluntarily dismiss this action and shortly thereafter commence an action asserting the same indemnification claim against CAEAP in the United States District Court for the Central District of California;

WHEREAS, Lux and CAEAP are currently the only parties to this action and therefore may enter into this stipulation to dismiss this action without prejudice;

IT IS HEREBY STIPULATED AND AGREED that this action is dismissed without prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure.

MARATHON LAW GROUP

KERN LAW, LTD

/s/ Boris Avramski

/s/ Robert Kern

By: _____

By: _____

Boris Avramski, Esq.

Robert Kern, Esq.

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Attorney for Community Action Employee Assistance Program, Inc.

ORDER

Based on the parties' stipulation [ECF No. 13] and good cause appearing, IT IS HEREBY ORDERED that THIS ACTION IS DISMISSED without prejudice, each side to bear its own fees and costs. All pending motions [ECF Nos. 9, 10] are DENIED without prejudice as moot. The **Clerk of Court** is directed to **CLOSE THIS CASE**.


U.S. District Judge Jennifer A. Dorsey

Dated: March 4, 2021